

SUPERIOR COURT OF BUTTE COUNTY
REQUEST FOR QUOTE (RFQ)

RFQ NO.: 38419-01

Date Issued: 1/9/15

From:

To:

Superior Court of California, County of Butte
Information Systems
One Court Street
Oroville, CA 95965

Vendor:
Address:

Buyer: Kirk Hauer

Contact:

Phone: 530 532-7130 Fax: 530 538-8567

Phone: Fax:

E-mail: khauer@buttecourt.ca.gov

E-mail:

Acceptable Delivery Methods for Quote: Mail or Express Delivery: ☐ Email: ☒ Facsimile: ☐

THIS IS NOT AN ORDER

Timeline

Walkthrough Registration Date N/A

Walkthrough Date: N/A

Deadline For Submitting Questions: 1/21/15 by **3:00PM PST**

Quote Submittal Date: 1/23/15 by **3:00PM PST**

Goods Receipt Date: On or Before 2/20/15 **Payment: Net 45 days**

Description of Goods and/or Services –

Quantity forty-five (45) **Dell** PCs meeting the following specifications:

- Quad-core processor (i5 2.00GHz or greater)
- 8GB memory (RAM, 1600MHz or greater)
- 500GB hard disk minimum (7200 RPM SATA preferred)
- 1Gbps network
- Windows 7 Pro 64-bit (Windows 8.1 Pro is acceptable, we will re-image the PCs prior to deployment)
- Video *must* support a minimum resolution of 1440 x 900, but 1920 x 1080 is preferred, with 2GB minimum available video memory, preferably not shared, and be dual-monitor capable
- USB keyboard (with USB ports in keyboard)
- USB mouse

Quantity ninety (90) **Dell** S2240M (or equivalent) monitor displays

Evaluation Criteria – Bids will be evaluated to determine the bid that offers the best value to the Court. The evaluation will be based upon cost/pricing factors; ability to meet timing requirements and vendor history. A bid must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any bid whose price is outside of the competitive range.

Item	Quantity	Description	Unit Price	Extension
Sub Total:				\$
F.O.B.:				

Shipping Cost: \$_____ Tax: \$_____ Total Cost: \$_____

Bid Valid Through: _____

Other information: Solicitation Instructions are attached. Standard Terms and Conditions should be viewed at <http://www.courts.ca.gov/documents/jbcm-attach1po.pdf>.

Vendor's Name: _____

Telephone: _____

Federal Tax ID: _____

Email: _____

Vendor Signature: _____

Submission Date: _____

Printed Name: _____

Title: _____

SOLICITATION INSTRUCTIONS

SUBMITTAL OF QUOTES AND RESERVATION OF RIGHTS

The vendor must complete one copy of the Request for Quote form ("RFQ form"). The completed RFQ must be delivered to the Court contact listed on the RFQ form prior to the quote submittal date and time indicated.

All information entered on the RFQ must be clearly written or typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFQ.

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQs in the future.

RFQ ADDENDA

The Court may modify this solicitation document prior to the date fixed for submission of quotes by providing notice to potential proposers. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was provided.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the quote to include all addenda issued in any resulting contract.

PRE-QUOTE CONFERENCE/WALK-THROUGH

The Court may require that interested vendors attend a mandatory pre-quote conference to discuss the scope of work. If the Court elects to require a pre-quote conference, the Court will notify vendors of the location, date and time. In the event a potential vendor is unable to attend the pre-quote conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Quotes from vendors who did not attend the pre-quote conference will not be accepted and will be returned unopened.

AMBIGUITY, DISCREPANCIES, OMISSIONS

If a vendor submitting a quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court written notice of the problem and request that the solicitation document be clarified or modified.

If prior to the quote submittal deadline a vendor submitting a quote knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall submit a quote at its own risk, and if the vendor is awarded the purchase, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

CONTACT WITH COURT

Questions regarding this RFQ must be directed to the individual named in the Court Contact Info on the RFQ form. Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFP at any time prior award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

ACCEPTANCE OF TERMS

The requested goods and services will be provided pursuant to the attached terms General Terms and Conditions. Submittal of a proposal indicates that the vendor accepts the General Terms and Conditions.

CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the quote. One copy of a submitted quote will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

ERROR IN SUBMITTED QUOTE

If an error is discovered in a vendor's quote, the Court may at its sole option retain the quote and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation. If prior to an award, a vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the Court in writing and request to withdraw the quote. It shall be solely within the Court's discretion as to whether withdrawal will be permitted.

DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE") INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive. Eligibility for and application of the DVBE incentive is governed by the COURT's DVBE Rules and Procedures. Bidder will receive a DVBE incentive if, in the COURT's sole determination, Bidder has met all applicable requirements. If Bidder receives the

DVBE incentive, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible bid, not to exceed \$100,000.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Bidder wishes to seek the DVBE incentive:

1. Bidder must complete and submit with its bid the Bidder Declaration (Attachment 1). Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Bidder must submit with its bid a DVBE Declaration (Attachment 2) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Bidder not receiving the DVBE incentive. In addition, the COURT may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the DVBE incentive.

If this solicitation is for IT goods and services, the application of the DVBE incentive (including the maximum value of the DVBE incentive) may be affected by application of the small business preference. For additional information, see the COURT’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Bidder receives the DVBE incentive: (i) Bidder will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Bidder must use any DVBE subcontractor(s) identified in its bid unless the COURT approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its bid will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

SMALL BUSINESS PREFERENCE

Eligibility for and application of the small business preference are governed by the COURT’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. Bidder will receive a small business preference if, in the COURT’s sole determination, Bidder has met all applicable requirements. If Bidder receives the small business preference, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 5% of the lowest responsible bid, not to exceed \$50,000. If a DVBE incentive is also offered in connection with this solicitation, (i) the combined value of the small business preference and the DVBE incentive may not exceed \$100,000, and (ii) additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a bid non-responsive.

To receive the small business preference, Bidder must be either (i) a Department of General Services (“DGS”) certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency. If Bidder wishes to seek the small business preference, Bidder must complete and submit with its bid the Small Business Declaration (Attachment 3). Bidder must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in Bidder not receiving the small business preference. In addition, the COURT may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the small business preference.

If Bidder receives the small business preference, (i) Bidder will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its bid will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERENCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. Protests should be sent to: Superior Court of

California, County of Butte, Division of Administration, 1 Court Street, Oroville, CA 95965. Attn: Richard Holst, Assistant Court Executive Officer.

End of Instructions

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE: By delivering the ordered goods or commencing performance under this order, vendor agrees to the specifications, terms and conditions in or referenced by this document (collectively, the "Order"). Vendor's additional or different terms and conditions are expressly excluded from this order and the Court does not agree to such terms or conditions. This Order's terms and conditions may only be varied by a writing signed by the Court's duly authorized representative.

AUDIT RIGHT: Vendor agrees to maintain records relating to performance and billing by Vendor under this Order for a period of four years after final payment. During the period of time that Vendor is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS: Time is of the essence to delivery and any other performance required of Vendor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order will be F.O.B. "Destination." Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Vendor must arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

INDEMNITY: Vendor will indemnify and hold harmless the Court, other California Judicial Branch Entities, and their Officers, Agents, and Employees from and against all claims, losses, and expenses, including Attorneys' fees and costs, that arise out of (I) A defect, whether latent or patent, in the goods or services purchased hereunder, (II) An act or omission of vendor, its agents, employees, independent contractors, or subcontractors in the performance of this agreement, (III) The infringement of any third party intellectual property or other rights by the goods or services purchased hereunder, (IV) A breach of representation, warranty, or other provision of this agreement. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this agreement or delivery and acceptance of the goods and services. This indemnity does not cover claims, losses or expenses to the extent they arise out of the gross negligence of the court.

INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder are subject to final inspection and acceptance or rejection by the Court at any time within thirty days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Vendor's expense and risk. Payment does not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INSURANCE: Vendor will maintain insurance that is sufficient in scope and amount to permit Vendor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Vendor's performance of this Order. Vendor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Order.

INVOICES, PAYMENT AND SETOFF: The Court has no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice must be printed on Vendor's standard printed bill form, and must include at a minimum (i) the Order number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Vendor within thirty days from Vendor's receipt of a debit memo or other written request for payment by the Court. The Court has the right at any time to set off any amount owing from Vendor to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

LEGAL COMPLIANCE: (a) Vendor must observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Vendor and its subcontractors, if any, must not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Vendor must ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Vendor and its subcontractors, if any, must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Vendor must comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA, as well as California's Fair Employment and Housing Act (Government Code section 12990 et seq.). (d) This Order incorporates the terms and conditions set forth in the document entitled "JBCL Required Provisions," posted at http://www2.courtinfo.ca.gov/phoenix_termsandconditionsRev09182012.pdf.

MATERIAL SAFETY DATA SHEETS: If some or all of the goods being provided by Vendor are on CAL OSHA's "Hazardous Substances List," Vendor will, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.

RISK OF LOSS: Vendor bears the risk of loss or damage to the ordered goods until Vendor delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Vendor bears the risk of loss or damage to the goods purchased under this Order in the event of and from the time the Court gives notice of rejection or termination of this Order.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Vendor is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees will be considered agents or employees of the Court. Vendor may not assign, subcontract, or delegate its obligations under this Order without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void.

TERMINATION: The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Vendor. Should Court terminate this Order for convenience, the Court's liability will be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability will be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate will be used in determining a reasonable price. Upon receipt of a termination notice, Vendor must, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

WARRANTIES: Vendor warrants that all goods delivered will (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Order; (c) be of merchantable quality and fit for the purposes intended by the Court to the extent disclosed by Vendor; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Vendor further warrants that all services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.